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Chapter 9 Counsel for Tulare Local Healthcare District

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

In re

CASE NO. 17-13797

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER,

Chapter 9

Debtor.

Tax ID #: 94-6002897
Address: 869 N. Cherry Street
Tulare, CA 93274

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER,

Adv. Proc. No.

**COMPLAINT FOR TURNOVER OF
DEPOSIT**

Plaintiff,

v.

TALYST INC.,

Defendant.

TO THE HONORABLE RENÉ LASTRETO II, UNITED STATES BANKRUPTCY
JUDGE:

1 Debtor, Tulare Local Healthcare District, doing business as Tulare Regional
2 Medical Center ("Debtor" or the "District") hereby alleges as follows:

3 **JURISDICTION AND GENERAL ALLEGATIONS**

4 1. This adversary proceeding is one arising in the Chapter 9 bankruptcy case
5 of the District, Case No. 17-13797 now pending in this Court. The Court has jurisdiction
6 over this adversary proceeding pursuant to FRBP 7001, 11 U.S.C. Section 542 and 28
7 U.S.C. Sections 157 and 1334.

8 2. Venue in this judicial district is proper pursuant to 28 U.S.C. Section
9 1409(a) by virtue of the Chapter 9 case pending before this Court.

10 3. This Complaint initiates an adversary proceeding as contemplated by B.R.
11 Rule 7001. This controversy is a "core proceeding" as that term is defined in 28 U.S.C.
12 § 157(b)(2)(A) and (O).

13 4. On September 30, 2017, the District filed a voluntary petition for Chapter 9
14 bankruptcy.

15 **FIRST CLAIM FOR RELIEF**
16 **(11 U.S.C. Section 542)**

17 5. Plaintiff realleges and incorporates by this reference each and every
18 allegation of paragraphs 1 – 4 as though fully set forth.

19 6. On or about March 30, 2012, the District and Talyst Inc. ("Defendant")
20 entered into a Prepayment Agreement and Master Service Agreement regarding the
21 purchase, installation, maintenance and related services of pharmacy equipment and
22 associated software (the "Agreement").

23 7. Upon the terms and conditions of the Agreement, the Defendant deposited
24 \$73,300.60 with Talyst Inc. as an earnest money deposit relating to a purchase of
25 pharmacy equipment.

26 8. Defendant failed to provide or deliver the District with the pharmacy
27 equipment.

28 9. Defendant did not timely perform and Plaintiff is entitled to return of said
deposit of \$73,300.60 plus interest at 1% per month from the date of the deposit.

1 11. Based on the foregoing, Plaintiff prays for relief as set forth below.

2 WHEREFORE, Plaintiff prays for entry of judgment as follows:

3 A. Turnover of the \$73,300.60 earnest money deposit described at Paragraph 7,
4 plus interest at 1% per month from the date of the deposit;

5 B. For an award of costs in favor of Plaintiffs;

6 C. For such other and further relief as the Court may deem appropriate.

7 Dated: May 3, 2019

WALTER WILHELM LAW GROUP,
a Professional Corporation

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9 By: Riley C. Walter
10 Riley C. Walter, Attorneys for Debtor,
11 Tulare Local Healthcare District, dba Tulare
12 Regional Medical Center
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